



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-010476-26

In the matter of: 15 DAVIS DR
SMITHS FALLS ON K7A5G7

Between: IYANUOLUWA IBRAHIM Landlords
TOMILAYO IBRAHIM

And

Alison Daly Tenant

IYANUOLUWA IBRAHIM and TOMILAYO IBRAHIM (the 'Landlord') applied for an order to terminate the tenancy and evict ALISON DALY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by telephone on February 23, 2026. Paralegal, Shasta Pearson, attended on behalf of the Landlords. The Tenant attended. The parties reached settlement and requested a consent order. I was satisfied the parties made informed decisions, understanding the terms and consequences.

Preliminary Matter:

Cory Tavares moved out of the unit before the application was filed. He has been removed as a tenant to this application.

Agreed Information:

1. The Landlords served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The current rent is \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The rent arrears owing to February 28, 2026 are \$7,800.00.
6. The Landlords incurred costs of \$186.00 for filing the application. and is entitled to reimbursement of those costs. However, the Landlords will waive the costs.

7. The Landlords collected a rent deposit of \$3,000.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy.
8. The parties agree to terminate the tenancy effective March 1, 2026. The Tenant agrees, on or before March 1, 2026, to: (1) voluntarily move out of the unit (2) leave the unit in a reasonable condition (3) take all her personal belongings, including her own garbage and (4) return the unit keys to the Landlord (1 house key, 1 mailbox key and 3 garage keys). The Landlords will meet the Tenant at the unit on March 1, 2026 to pick up the keys and complete a joint inspection. If the Landlords are delayed, due to weather, the Tenant to accommodate their schedule and immediately hand deliver the keys, when the Landlords reached the unit. They will complete a joint inspection.
9. The Landlords collected key deposit in the amount of \$200.00.
10. For negotiation purposes, the Landlord agrees to credit the Tenant's rent account with \$3,000.00 and the Tenant agrees to pay the Landlord \$655.28 (sewer/water costs for the period ending August 31, 2025 that was applied to the Landlord's tax bill).
11. Accordingly, the Tenant owes the Landlord \$2,130.28 [\$7,800.00 (arrears to February 28, 2026) – \$3,000.00 (LMR) - \$125.00 (LMR interest) - \$2,344.72 (\$3,000.00 additional credit - \$655.28 for water/sewage bills for the period ending August 31, 2025) - \$200.00 (key deposit)].
12. The Tenant will pay the Landlord \$2,130.28 on or before April 11, 2026, with interest provision commencing April 12, 2026.
13. The parties acknowledge the Tenant owes the Landlord additional water sewage charges in the amount \$804.84 for the period September 1, 2025 to January 31, 2026 plus an additional amount for February 2026 (estimate \$100.00). A payment plan has been set up. Failure to comply with the payment plan may result in additional legal action.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, effective March 1, 2026. The Tenant must move out of the unit on or before March 1, 2026.
2. If the unit is not vacated on or before March 1, 2026, then starting March 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 2, 2026.
4. If the unit is not vacated on or before March 1, 2026, the Tenant shall pay the Landlord compensation of \$98.63 per day for the use of the unit starting March 2, 2026, until the date the Tenant moves out of the unit.
5. The Tenant owes the Landlord rent arrears of \$2,130.28 [\$7,800.00 (arrears to February 28, 2026) – \$3,000.00 (LMR) - \$125.00 (LMR interest) - \$2,344.72 (\$3,000.00 - \$655.28 for water/sewage bill for the period ending August 31, 2025) - \$200.00 (key deposit)].

6. The Tenant shall the pay the Landlord \$2,130.28 on or before April 11, 2026 with interest provisions commencing April 12, 2026 at the post judgement interest rate of 4.00% annually on the balance outstanding.
7. This resolves all issues/matters between the parties.

March 5, 2026
Date Issued

Shawn Hayman
Hearings Officer, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 2, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.